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Attorney for Plaintiff

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DAN BILZERIAN, an Individual,

Plaintiff,

vs.

IGNITE INTERNATIONAL BRANDS,
LTD., a Foreign Corporation,

Defendants.

CASE NO.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff DAN BILZERIAN (“Plaintiff”) complains against IGNITE INTERNATIONAL BRANDS, LTD. (“Defendant”) as follows.

I.

JURISDICTION AND VENUE

1. Jurisdiction in this case is based on diversity of citizenship of the parties and the amount in controversy. Plaintiff is a citizen and resident of Nevada, and Defendant is a Foreign Corporation doing business in the State of California.

2. The amount in controversy exceeds the sum \$75,000, exclusive of interest and cost.

3. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in the Central District of California.

II.

PARTIES

4. Plaintiff Dan Bilzerian is, and at all relevant times was, a resident of Clark County, Nevada, and former Chairman of the Board of Directors and Chief Executive Officer (“CEO”) of the Defendant.

5. Defendant Ignite International Brands, Ltd. (“Ignite”) was and is a foreign corporation doing business in the State of California.

III.

GENERAL ALLEGATIONS

6. From 2018 through 2024, Plaintiff served as the Chairman of the Board of Directors and CEO of Ignite.

7. During that time, on July 1, 2020, Plaintiff entered with the Defendant into an Indemnity Agreement (“Agreement”) under which the Defendant agreed to indemnify and hold the Plaintiff harmless from any claims and losses (including legal fees) in which the Plaintiff, by reason of him being the director or officer of the Defendant, is or may be joined as a party.

8. In addition, under the Agreement, Ignite was obligated to provide Plaintiff with insurance covering such claims and losses.

9. Moreover, Ignite’s articles of incorporation also provide similar indemnification and duty-to-insure provision.

10. On July 7, 2020, a lawsuit was filed against Defendant and Plaintiff by a former executive, Curtis Heffernan (“Heffernan”) in the Superior Court of California, County of Los Angeles, Case No. 20STCV25549.

28. Plaintiff has suffered additional damages in the form of attorney fees as a proximate and foreseeable result of Defendant's breach and is entitled to them under the Agreement.

VI.

JURY DEMAND

29. Pursuant to Fed. R. Civ. P. 38, Plaintiff demands trial by jury on all issues raised in this action.

WHEREFORE, the Plaintiff prays that this Court enter a judgment:

1. Awarding Plaintiff compensatory damages in excess of \$75,000, the exact amount to be determined at trial;
2. Awarding Plaintiff pre-judgment and post-judgment interest;
3. Awarding Plaintiff reasonable attorney fees and costs incurred in the prosecution of this action; and
4. Granting such other relief as the Court may deem just and proper.

DATED this 9th day of May, 2025.

THE MEDRALA LAW FIRM, PLLC

/s/ Jakub P. Medrál

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